

SCHEDULE 12.12
DELIVERY OF COLLOCATED SPACE

1.0 Delivery of Physical Collocation Space

1.1 Upon receiving the written notification of the availability of Collocation space from SBC-AMERITECH, AT&T shall send written verification that it still requires each Collocation space requested on AT&T's application for which space is available. This written notification is AT&T's firm order for service for each Collocation space requested. AT&T's written notification shall be accompanied by AT&T's payment of fifty percent (50%) of all applicable Central Office Build Out ("COBO") fees (the **"Initial COBO Payment"**), and all non-recurring and applicable recurring charges. Delayed payment of the Initial COBO Payment or other applicable charges may delay the actual service date.

1.2 So long as AT&T has a satisfactory credit rating with SBC-AMERITECH for the twelve (12) month period preceding the date of AT&T's request for Collocation pursuant to **Section 12.12**, AT&T shall pay the COBO charges as follows:

Initial COBO Payment:	50% of COBO charges
Upon completion of space conditioning and before turnover:	50% of COBO charges

If AT&T's credit rating is not satisfactory within the aforementioned period, AT&T shall pay the COBO charges in accordance with the provisions of SBC-AMERITECH's applicable tariff.

1.3 AT&T will begin paying for the space on Occupancy Date by AT&T if the space is ready (pursuant to the original collocation application) prior to the Committed Delivery Date or on the actual delivery date if such date is after the committed due date.

2.0 Additional Rules and Regulations Applicable to Physical Collocation Space. Physical Collocation will be provided subject to the following provisions:

2.1 AT&T will be responsible for any extraordinary costs incurred by SBC-AMERITECH to prepare the Collocation space for the installation of AT&T's equipment and for extraordinary costs to maintain the Collocation space for AT&T's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, conversion of non-Collocation space, compliance with federal and state requirements or other modifications required by local ordinances. SBC-AMERITECH will charge for these costs on a time-sensitive or time-and-materials basis. An estimate of such costs plus contribution will be provided to AT&T prior to commencing such work. Extraordinary costs will only be billed to AT&T if such costs have been authorized by AT&T. SBC-AMERITECH must advise AT&T if extraordinary costs will be incurred within twenty (20) Business Days of AT&T's request for space. Otherwise, AT&T will not be responsible for such costs.

Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

SBC-AMERITECH shall allocate space preparation, security measures and other collocation charges on a pro-rated basis in order to insure that when AT&T is the first entrant into SBC-AMERITECH's premises, AT&T does not bear the entire cost of site preparation. SBC-AMERITECH shall partition the costs by comparing, for example the amount of conditioned space actually occupied by AT&T with the overall space conditioning expenses.

SBC-AMERITECH shall provide to AT&T a written proposal which covers AT&T's requirements for the space and details the associated requirements and the applicable charges required to meet AT&T's specific request and the expected service date. AT&T shall acknowledge acceptance of the charges in the written proposal by signing it and returning a copy to SBC-AMERITECH. Upon receipt of AT&T's signed proposal, SBC-AMERITECH will begin the work and charge AT&T for the actual time and material needed to complete the modifications plus a reasonable contribution. In no case will actual charges exceed those estimated by more than ten percent (10%).

2.2 AT&T will be responsible for notifying SBC-AMERITECH of any significant outages of AT&T's equipment which could impact any of the services offered by SBC-AMERITECH, and provide estimated clearing time for restoration.

2.3 AT&T is responsible for coordinating with SBC-AMERITECH to ensure that services are installed in accordance with the service request.

2.4 AT&T is responsible for testing, if necessary, with SBC-AMERITECH to identify and clear a trouble when the trouble has been sectionalized (isolated) to an AT&T-provided service.

2.5 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, AT&T shall obtain SBC-AMERITECH's written approval of AT&T's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. SBC-AMERITECH may request additional information before granting approval and may require scheduling changes. AT&T must submit written plans for equipment to be installed in the Collocation space prior to commencing installation. If the request is not specifically rejected by SBC-AMERITECH within 20 days of receipt, the request is considered approved. All work performed will be in accordance with SBC-AMERITECH installation guidelines and, with respect to the rights of other collocators, SBC-AMERITECH, and consistent with other provisions of this Agreement.

2.6 SBC-AMERITECH has the right to inspect AT&T's completed installation of equipment and facilities and to make subsequent and periodic inspections of the customer's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. If AT&T is found to be in non-compliance with the terms and conditions of this Schedule, AT&T must modify its installation to achieve compliance within a reasonable amount of time as suggested by the circumstances. SBC-AMERITECH will notify AT&T in advance of such inspections, and AT&T shall have the right to be present at the time of the inspection.

3.0 Delivery of Virtual Collocation Space

3.1 SBC-AMERITECH shall install, maintain, remove and/or repair all Virtual Collocation equipment.

3.2 SBC-AMERITECH shall ensure that all applicable alarm systems (e.g., power) that support AT&T equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified from AT&T's remote location.

3.3 SBC-AMERITECH and AT&T shall jointly develop procedures for escalation and expedited requests for maintenance of intraoffice facilities.

3.4 AT&T shall remotely monitor environmental and power alarms from a remote location. All remote monitoring will be done in accordance with and as allowed for by Federal Law, the FCC and local guidelines.

3.5 SBC-AMERITECH may allow (at SBC-AMERITECH's sole option) AT&T employees or equipment vendors under contract to AT&T to install updates, including software updates, change notices and certain intrusive maintenance (e.g., extensive trouble shooting and repair) while under escort by an SBC-AMERITECH employee. AT&T agrees to pay for such escort services based on SBC-AMERITECH's standard hourly rates for the type of personnel selected by SBC-AMERITECH to act as the escort.

3.6 SBC-AMERITECH shall, consistent with other sections of this Agreement, use the latest documentation provided by AT&T in either hard copy or electronic form when performing work on AT&T equipment.

3.7 SBC-AMERITECH shall, consistent with other sections of this Agreement, follow applicable AT&T guidelines when working on AT&T equipment.